

1 RONALD J. TENPAS  
Assistant Attorney General  
2 Environment & Natural Resources Division  
United States Department of Justice  
3

4 ELISE S. FELDMAN  
Environmental Enforcement Section  
Environment & Natural Resources Division  
5 United States Department of Justice  
301 Howard Street, Suite 1050  
6 San Francisco, CA 94105  
Telephone: (415) 744-6470  
7 Facsimile: (415) 744-6476  
E-mail: Elise.Feldman@usdoj.gov  
8

9 THOMAS P. O'BRIEN  
United States Attorney  
Central District of California  
10 1200 U.S. Courthouse  
312 North Spring Street  
11 Los Angeles, California 90012  
Telephone: (213) 894-2434  
12 Facsimile: (213) 894-0141

13 Attorneys for Plaintiff United States of America

14 Additional Counsel Listed on Next Page  
15

16 IN THE UNITED STATES DISTRICT COURT  
17 CENTRAL DISTRICT OF CALIFORNIA  
18 WESTERN DIVISION

19 UNITED STATES OF AMERICA }  
20 and THE STATE OF CALIFORNIA }  
21 DEPARTMENT OF TOXIC }  
SUBSTANCES CONTROL }

22 Plaintiffs,

23 v.

24 REULAND ELECTRIC COMPANY }  
25 }  
26 Defendant. }  
27 }  
28

CASE NO. 08-05618 (RGK)(SSx)

CONSENT DECREE

1 EDMUND G. BROWN JR.  
Attorney General of the State of California  
2 JAMES HUMES  
Chief Assistant Attorney General  
3 KEN ALEX  
Senior Assistant Attorney General  
4 DONALD A. ROBINSON  
Supervising Deputy Attorney General  
5

6 ANN RUSHTON  
California Bar # 62597  
Deputy Attorney General  
7 California Department of Justice  
300 South Spring Street  
8 Los Angeles, California 90013  
Tel: (213) 897-2608  
9 Fax: (213) 897-2802  
ann.rushton@doj.ca.gov  
10

11 Attorneys for the California  
Department of Toxic Substances Control  
12

13 SAMUEL I. GUTTER  
Sidley Austin LLP  
1501 K Street, N.W.  
14 Washington, DC 20005  
Tel: (202)736-8167  
15 Fax: (202)736-8711  
sgutter@Sidley.com  
16

17 Attorney for Defendant  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## TABLE OF CONTENTS

Page

I.	BACKGROUND .....	2
II.	JURISDICTION .....	3
III.	PARTIES BOUND .....	3
IV.	DEFINITIONS .....	3
V.	REIMBURSEMENT OF RESPONSE COSTS .....	6
VI.	FAILURE TO COMPLY WITH REQUIREMENTS .....	8
VII.	COVENANT NOT TO SUE BY PLAINTIFFS .....	10
VIII.	COVENANT NOT TO SUE BY SETTLING DEFENDANT .....	11
IX.	EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION .....	12
X.	SITE ACCESS .....	13
XI.	ACCESS TO INFORMATION .....	14
XII.	RETENTION OF RECORDS .....	16
XIII.	NOTICES AND SUBMISSIONS .....	17
XIV.	RETENTION OF JURISDICTION .....	18
XV.	INTEGRATION/APPENDICES .....	18
XVI.	LODGING AND OPPORTUNITY FOR PUBLIC COMMENT .....	18
XVII.	EFFECTIVE DATE .....	19
XVIII.	SIGNATORIES/SERVICE .....	19
XIX.	FINAL JUDGMENT .....	19

## I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), and the State of California Department of Toxic Substances Control ("DTSC"), have filed a complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9606 and 9607, and Section 7003 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6973, seeking performance of response actions and reimbursement of response costs incurred and to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Puente Valley Operable Unit ("PVOU") of the San Gabriel Valley Superfund Site, Area 4, Los Angeles County, California (the "Site").

B. This Consent Decree provides for the reimbursement of a portion of the United States' Past Response Costs and a portion of the State DTSC's Past Response Costs at this Site by Reuland Electric Company ("Settling Defendant").

C. The United States has reviewed the Financial Information submitted by Settling Defendant to determine whether Settling Defendant is financially able to pay response costs incurred and to be incurred at the Site. Based upon this Financial Information, the United States has determined that Settling Defendant is able to pay the amounts specified in Section V.

D. By entering into this Consent Decree, Settling Defendant does not admit liability to or arising out of the transactions or occurrences alleged in the Complaint or to any other person related to the Site.

E. The United States, the State DTSC, and Settling Defendant agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this

1 Consent Decree is fair, reasonable, and in the public interest.

2 THEREFORE, with the consent of the Parties to this Decree, it is  
3 ORDERED, ADJUDGED, AND DECREED:

4 **II. JURISDICTION**

5 1. This Court has jurisdiction over the subject matter of this action  
6 pursuant to 28 U.S.C. §§ 1331 and 1345, 42 U.S.C. §§ 6973, 9606, 9607, and  
7 9613(b), and also has personal jurisdiction over Settling Defendant. Settling  
8 Defendant consents to and shall not challenge entry of this Consent Decree or this  
9 Court's jurisdiction to enter and enforce this Consent Decree.

10 **III. PARTIES BOUND**

11 2. This Consent Decree is binding upon the United States, the State  
12 DTSC, and upon Settling Defendant. Any change in ownership or corporate or  
13 other legal status, including but not limited to, any transfer of assets or real or  
14 personal property, shall in no way alter the status or responsibilities of Settling  
15 Defendant under this Consent Decree.

16 **IV. DEFINITIONS**

17 3. Unless otherwise expressly provided herein, terms used in this  
18 Consent Decree which are defined in CERCLA or in regulations promulgated  
19 under CERCLA shall have the meaning assigned to them in CERCLA or in such  
20 regulations. Whenever the terms listed below are used in this Consent Decree, the  
21 following definitions shall apply:

22 a. "Basin-wide Response Costs" shall mean costs, including but  
23 not limited to direct and indirect costs, including accrued Interest, that the United  
24 States has paid for basin-wide (non-operable unit) response actions in connection  
25 with the San Gabriel Valley Superfund Sites, Areas 1- 4.

26 b. "Carrier Consent Decree" shall mean the consent decree entered  
27 on April 28, 2006 in the matter of United States v. Carrier Corporation, Civ.  
28 Action No. 05-6022 ABC (FMOx)(C.D. Cal.), relevant portions of which are

1 attached hereto as Appendix A.

2 c. "CERCLA" shall mean the Comprehensive Environmental  
3 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C.  
4 § 9601, et seq.

5 d. "Consent Decree" shall mean this Consent Decree and all  
6 appendices attached hereto.

7 e. "Day" shall mean a calendar day. In computing any period of  
8 time under this Consent Decree, where the last day falls on a Saturday, Sunday, or  
9 federal holiday, the period shall run until the close of business of the next working  
10 day.

11 f. "DOJ" shall mean the United States Department of Justice and  
12 any successor departments, agencies, or instrumentalities of the United States.

13 g. "DTSC" shall mean the State of California Department of  
14 Toxic Substances Control and any successor departments or agencies.

15 h. "Effective Date" shall mean the date of entry of this Consent  
16 Decree.

17 i. "EPA" shall mean the United States Environmental Protection  
18 Agency and any successor departments, agencies, or instrumentalities of the  
19 United States.

20 j. "EPA Hazardous Substance Superfund" shall mean the  
21 Hazardous Substance Superfund established by the Internal Revenue Code,  
22 26 U.S.C. § 9507.

23 k. "ESD" shall mean the Explanation of Significant Differences  
24 issued by EPA on June 14, 2005 for the Record of Decision.

25 l. "Facility" shall mean the Site.

26 m. "Financial Information" shall mean those financial documents  
27 identified in Appendix B.

28 n. "Future DTSC Response Costs" shall mean all costs, including

1 but not limited to Oversight Costs, direct and indirect costs, and Basin-wide  
2 Response Costs allocated to the Site, including Interest, that the State DTSC pays  
3 or incurs at or relating to the Site after the date of entry of this Consent Decree,  
4 but prior to the later of (i) the date 8 years from the Operational and Functional  
5 Date of the Carrier Consent Decree, or (ii) the date of issuance of a final Record of  
6 Decision for the Site.

7 o. "Future Response Costs" shall mean all costs, including but not  
8 limited to Oversight Costs, direct and indirect costs, and Basin-wide Response  
9 Costs allocated to the Site, including Interest, that the United States or any third  
10 party pays or incurs at or relating to the Site after the date of entry of this Consent  
11 Decree, but prior to the later of (i) the date 8 years from the Operational and  
12 Functional Date of the Carrier Consent Decree, or (ii) the date of issuance of a  
13 final Record of Decision for the Site.

14 p. "Interest" shall mean interest at the applicable rate specified for  
15 interest on investments of the Hazardous Substance Superfund established by  
16 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance  
17 with 42 U.S.C. § 9607(a).

18 q. "Oversight Costs" shall mean all direct and indirect costs,  
19 including Interest, that the United States or the DTSC incurs in connection with  
20 monitoring and supervising performance of the Response Work by other persons.

21 r. "Paragraph" shall mean a portion of this Consent Decree  
22 identified by an arabic numeral or an upper or lower case letter.

23 s. "Parties" shall mean the United States, the State DTSC, and the  
24 Settling Defendant.

25 t. "Past DTSC Response Costs" shall mean all costs, including  
26 but not limited to Oversight Costs, direct and indirect costs, and Basin-wide  
27 Response Costs allocated to the Site, including Interest, that the State DTSC has  
28 paid or incurred at or relating to the Site through and including the date of entry of

1 this Consent Decree.

2 u. "Past Response Costs" shall mean all costs, including but not  
3 limited to Oversight Costs, direct and indirect costs, and Basin-wide Response  
4 Costs allocated to the Site, including Interest, that the United States or any third  
5 party has paid or incurred at or relating to the Site through and including the date  
6 of entry of this Consent Decree.

7 v. "Plaintiffs" shall mean the United States and the State of  
8 California Department of Toxic Substances Control.

9 w. "Record of Decision" or "ROD" shall mean the September 30,  
10 1998 EPA Interim Record of Decision for the Puente Valley Operable Unit (Area  
11 4) of the San Gabriel Valley Superfund Sites, Areas 1-4.

12 x. "Response Work" shall mean the design and implementation of  
13 any remedial measures, including the operation and maintenance thereof,  
14 encompassed within the Record of Decision as modified by the ESD.

15 y. "Section" shall mean a portion of this Consent Decree  
16 identified by a Roman numeral.

17 z. "Settling Defendant" shall mean Reuland Electric Company.

18 aa. "Site" shall mean the facility, which consists of an area of  
19 groundwater contamination in Los Angeles County, California, located in the  
20 geographic area designated on the National Priorities List as the San Gabriel  
21 Valley Superfund Site, Area 4 [see 49 Fed. Reg. 19480 (1984)], and identified as  
22 the Puente Valley Operable Unit.

23 bb. "State" shall mean the State of California.

24 cc. "United States" shall mean the United States of America,  
25 including its departments, agencies and instrumentalities.

## 26 V. REIMBURSEMENT OF RESPONSE COSTS

27 4. Payments to the EPA Hazardous Substance Superfund and to the  
28 State DTSC. Settling Defendant shall pay to the EPA Hazardous Substance



1 Superfund the amount of two hundred forty-six thousand dollars (\$246,000) in  
2 reimbursement of Past Response Costs and pay to the State DTSC four thousand  
3 dollars (\$4,000) in reimbursement of Past DTSC Response Costs. Payment shall  
4 be made as follows:

5 a. Settling Defendant shall, within thirty (30) Days after entry of this  
6 Consent Decree, remit the principal of two hundred forty-six thousand dollars  
7 (\$246,000) to the United States. Payment to the United States shall be made by  
8 FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice in  
9 accordance with current EFT procedures, referencing the USAO File Number,  
10 EPA Region IX, the Site/Spill ID Number 09-8V, and DOJ Case Number 90-11-2-  
11 354/26. Payment shall be made in accordance with instructions provided to the  
12 Settling Defendant by the Financial Litigation Unit of the United States Attorney's  
13 Office for the Central District of California following lodging of the Consent  
14 Decree. Any payments received by the Department of Justice after 4:00 p.m.  
15 Eastern Time shall be credited on the next business Day. Settling Defendant shall  
16 send notice to the EPA and the DOJ that payment has been made in accordance  
17 with Section XIII (Notices and Submissions) and to David Wood, PMD-6, Section  
18 Chief, U.S. EPA, Region IX, 75 Hawthorne Street, San Francisco, California  
19 94105.

20 b. The two hundred forty-six thousand dollars (\$246,000) paid by  
21 Settling Defendant to the United States shall be deposited in the "San Gabriel  
22 Valley Superfund Sites, Area 4, Special Account" within the EPA Hazardous  
23 Substance Superfund. This Special Account shall be retained and used to conduct  
24 or finance response actions at or in connection with the Site or the San Gabriel  
25 Valley Superfund Sites (Areas 1- 4), or may be transferred by the EPA from this  
26 Special Account to the EPA Hazardous Substance Superfund.

27 c. Settling Defendant shall, within thirty (30) Days after entry of this  
28 Consent Decree, remit the principal of four thousand dollars (\$4,000) to the State

DTSC. Payment to the State DTSC shall be made by certified check or cashier's check, made payable to "Cashier of the Department of Toxic Substances Control," Department of Toxic Substances Control, State of California, Accounting Office, 1001 I Street, Sacramento, California 95812. Settling Defendant shall send a transmittal letter with the check, referencing the San Gabriel Superfund Sites, Area 4 (Puente Valley Operable Unit), Project Code No. 300346. Settling Defendant also shall send notice, including a copy of the check and transmittal letter, to the State DTSC as provided in Section XIII (Notices and Submissions).

## **VI. FAILURE TO COMPLY WITH REQUIREMENTS**

5. Interest on Late Payments. In the event that any payment required under Section V (Reimbursement of Response Costs) or Section VI, Paragraph 6 (Stipulated Penalties) is not received when due, Interest shall continue to accrue on the unpaid balance through the date of payment. Settling Defendant shall be liable for any such Interest pertaining to the payments required under Section V, paragraphs 4. a. and c. (Reimbursement of Response Costs).

6. Stipulated Penalties.

a. Settling Defendant shall be liable for stipulated penalties for late payments under Section V, paragraphs 4. a. and c. (Reimbursement of Response Costs) and for the Interest on late payments for Section V, paragraphs 4. a. and c. as required under Section VI, Paragraph 5. The stipulated penalties shall be in the following amounts per violation per Day that any such payment is late:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$500	1st through 14th Day
\$1500	15th through 30th Day
\$2500	31st Day and beyond

Each of the payments required under Section V (Reimbursement of Response Costs) shall be considered a separate violation for purposes of calculating

1 stipulated penalties under this provision.

2           b.     Settling Defendant shall be liable for stipulated penalties in the  
3 amount of \$1500 per Day per violation of the provisions contained in Sections XI  
4 (Access To Information), and XII (Retention of Records).

5           7.     All Interest and penalties set forth under this Section shall begin to  
6 accrue on the Day a violation occurs, and shall continue to accrue through the final  
7 Day of the correction of the noncompliance. Nothing herein shall prevent the  
8 simultaneous accrual of separate penalties for separate violations of this Consent  
9 Decree.

10          8.     Interest and stipulated penalties shall accrue as provided in  
11 Paragraphs 5 and 6, regardless of whether EPA or DTSC has notified Settling  
12 Defendant of the violation or made a demand for payment, but need be paid only  
13 upon demand.

14          9.     Interest and stipulated penalties set forth under this Section shall be  
15 due and payable within 30 Days of the date of demand for payment. All payments  
16 to the United States under this Paragraph shall be made by certified or cashier's  
17 check made payable to the "EPA Hazardous Substances Superfund," shall be  
18 forwarded to the U.S. EPA, Region IX, Superfund Accounting, P.O. Box  
19 360863M, Pittsburgh, PA 15251, shall indicate that payment is for Interest and/or  
20 stipulated penalties, and shall reference EPA Region IX, the Site/Spill  
21 Identification Numbers 09-8V, the USAO File Number, the DOJ Case Number 90-  
22 11-2-354/26, and the name and address of the party making payment. Copies of  
23 check(s) paid pursuant to this Paragraph, and any accompanying transmittal  
24 letter(s), shall be forwarded to the DOJ and the EPA as provided in Section XIII  
25 (Notices and Submissions), and to David Wood, PMD-6, Section Chief, U.S. EPA  
26 Region IX, 75 Hawthorne Street, San Francisco, California 94105. Payment to the  
27 State DTSC under this Paragraph shall be made by certified check or cashier's  
28 check, made payable to "Cashier of the Department of Toxic Substances Control,"

1 and shall be forwarded to the Department of Toxic Substances Control, State of  
2 California, Accounting Office, 1001 I Street, Sacramento, California 95812.

3 Settling Defendant shall send a transmittal letter with the check, referencing the  
4 San Gabriel Superfund Sites, Area 4 (Puente Valley Operable Unit), Project Code  
5 No. 300346. Settling Defendant also shall send notice, including a copy of the  
6 check and transmittal letter, to the State DTSC as provided in Section XIII  
7 (Notices and Submissions).

8 10. Notwithstanding any other provision of this Section, the United States  
9 and/or the State DTSC may, in its unreviewable discretion, waive any portion of  
10 Interest or stipulated penalties that have accrued pursuant to this Consent Decree.

11 11. Payments made under Paragraphs 5 through 9 shall be in addition to  
12 any other remedies or sanctions available to Plaintiffs by virtue of Settling  
13 Defendant's failure to comply with the requirements of this Consent Decree.

14 12. If the United States and/or the State DTSC brings an action against  
15 any Settling Defendant to enforce this Consent Decree, Settling Defendant shall  
16 reimburse the United States and/or the State DTSC for all costs of such action,  
17 including but not limited to costs of attorney time.

## 18 **VII. COVENANT NOT TO SUE BY PLAINTIFFS**

19 13. Covenant Not to Sue. Except as specifically provided in Paragraph  
20 14 (Reservation of Rights), Plaintiffs covenant not to sue or to take  
21 administrative action against Settling Defendant for performance of Response  
22 Work, Past Response Costs, Future Response Costs, Past DTSC Response Costs,  
23 and Future DTSC Response Costs, pursuant to Section 7003 of RCRA, 42 U.S.C.  
24 § 6973, or Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a).  
25 This covenant shall take effect upon receipt by Plaintiffs of the payments set forth  
26 in Paragraph 4. This covenant is conditioned upon Settling Defendant's  
27 satisfactory performance of its obligations under this Consent Decree. This  
28 covenant not to sue is also conditioned upon the veracity and completeness of the

1 Financial Information provided to EPA by Settling Defendant. If the Financial  
2 Information is subsequently determined by EPA to be false or, in any material  
3 respect, inaccurate, Settling Defendant shall forfeit all payments made pursuant to  
4 this Consent Decree and this covenant not to sue and the contribution protection in  
5 Paragraph 19 shall be null and void. Such forfeiture shall not constitute liquidated  
6 damages and shall not in any way foreclose the Plaintiffs' right to pursue any other  
7 causes of action arising from Settling Defendant's false or materially inaccurate  
8 information. This covenant extends only to Settling Defendant and does not  
9 extend to any other person.

10 14. Reservation of Rights. The covenant not to sue set forth in Paragraph  
11 13 does not pertain to any matters other than those expressly specified therein. The  
12 Plaintiffs reserve, and this Consent Decree is without prejudice to, all rights  
13 against Settling Defendant with respect to other matters, including but not limited  
14 to:

15 a. liability for failure by Settling Defendant to meet a requirement  
16 of this Consent Decree;  
17 b. liability for damages for injury to, destruction of, or loss of  
18 natural resources, and for the costs of any natural resource damage assessments;  
19 c. criminal liability; and  
20 d. liability for response actions and response costs incurred or to  
21 be incurred by the United States and/or DTSC not covered as "matters addressed"  
22 as set forth in Paragraph 19 of this Consent Decree, including but not limited to  
23 liability for any response actions and response costs at the Site that occur after the  
24 later of (i) the date 8 years from the Operational and Functional Date of the Carrier  
25 Consent Decree, or (ii) the date of issuance of a final Record of Decision for the  
26 Site.

27 15. Notwithstanding any other provision of this Consent Decree,  
28 Plaintiffs reserve, and this Consent Decree is without prejudice to, the right to

1 reinstitute or reopen this action, or to commence a new action seeking relief other  
2 than as provided in this Consent Decree, if the Financial Information provided by  
3 Settling Defendant, or the financial certification made by Settling Defendant in  
4 Paragraph 29, is false or, in an material respect, inaccurate.

#### 5 **VIII. COVENANT NOT TO SUE BY SETTLING DEFENDANT**

6 16. Settling Defendant covenants not to sue and agrees not to assert any  
7 claims or causes of action against Plaintiffs or their contractors or employees with  
8 respect to Response Work, Past Response Costs, Future Response Costs, Past  
9 DTSC Response Costs, and Future DTSC Response Costs, as set forth in this  
10 Consent Decree, including but not limited to:

11 a. any direct or indirect claims for reimbursement from the  
12 Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or  
13 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any  
14 other provision of law;

15 b. any claims arising out of costs or response actions at or in  
16 connection with the Site, including any claim under the United States Constitution,  
17 the California Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to  
18 Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

19 c. any claims against the United States pursuant to Sections 107  
20 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, related to the Site.

21 17. Nothing in this Consent Decree shall be deemed to constitute  
22 approval or preauthorization of a claim within the meaning of Section 111 of  
23 CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

#### 24 **IX. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

25 18. Nothing in this Consent Decree shall be construed to create any rights  
26 in, or grant any cause of action to, any person not a Party to this Consent Decree.  
27 Each of the Parties expressly reserves any and all rights (including, but not limited  
28 to, any right to contribution), defenses, claims, demands, and causes of action

1 which each Party may have with respect to any matter, transaction, or occurrence  
2 relating in any way to the Site against any person not a Party hereto.

3 19. The Parties agree that in consideration of the payment made by  
4 Settling Defendant and the execution of this Consent Decree, Settling Defendant  
5 has resolved its liability to Plaintiffs and is entitled to protection from contribution  
6 actions or claims as provided by Section 113(f)(2) of CERCLA,  
7 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree,  
8 conditioned only upon entry of this Consent Decree. The "matters addressed" in  
9 this Consent Decree are: Response Work; Past Response Costs; Future Response  
10 Costs; Past DTSC Response Costs; and Future DTSC Response Costs. The  
11 "matters addressed" exclude those response actions and response costs to which  
12 Plaintiffs have reserved their rights under this Consent Decree.

13 20. Settling Defendant agrees that, with respect to any suit or claim for  
14 contribution brought by it for matters related to this Consent Decree, it will notify  
15 the DOJ, the EPA, and the State DTSC in writing not later than sixty (60) Days  
16 prior to the initiation of such suit or claim. Settling Defendant also agrees that,  
17 with respect to any suit or claim for contribution brought against it for matters  
18 related to this Consent Decree, it will notify the DOJ, EPA, and the State DTSC in  
19 writing within ten (10) Days of service of the complaint or claims upon it. In  
20 addition, Settling Defendant shall notify the DOJ, EPA, and the State DTSC  
21 within ten (10) Days of service or receipt of any motion for summary judgment or  
22 any order from a court setting a case for trial, for matters related to this Consent  
23 Decree.

24 21. In any subsequent administrative or judicial proceeding initiated by  
25 the United States or the State of California for injunctive relief, recovery of  
26 response costs, or other relief relating to the Site, Settling Defendant shall not  
27 assert, and may not maintain, any defense or claims based upon the principles of  
28 waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other

1 defenses based upon any contention that the claims raised by the United States or  
2 the State of California in the subsequent proceeding were or should have been  
3 brought in the instant case; provided, however, that nothing in this Paragraph  
4 affects the enforceability of the Covenant Not to Sue by Plaintiffs set forth in  
5 Section VII.

## 6 **X. SITE ACCESS**

7 22. Commencing upon the date of lodging of this Consent Decree,  
8 Settling Defendant agrees to provide the United States and the State of California  
9 and their representatives, including the EPA, the DTSC, and the Los Angeles  
10 Regional Water Quality Control Board, and their contractors, access at all  
11 reasonable times to the property within the Site owned or controlled by Settling  
12 Defendant to which access is determined by the EPA or the State of California to  
13 be required for the implementation of this Consent Decree, or for the purpose of  
14 conducting any response activity related to the Site, including but not limited to:

- 15 a. Monitoring of investigation, removal, remedial or other  
16 activities at the Site;
- 17 b. Verifying any data or information submitted to the United  
18 States or to the State of California;
- 19 c. Conducting investigations relating to contamination at or near  
20 the Site;
- 21 d. Obtaining samples;
- 22 e. Assessing the need for, planning, or implementing response  
23 actions at or near the Site; and
- 24 f. Inspecting and copying records, operating logs, contracts, or  
25 other documents maintained or generated by Settling Defendant or its agents,  
26 consistent with Section XI (Access to Information).

27 23. Notwithstanding any provision of this Consent Decree, the United  
28 States and the State of California retain all of their access authorities and rights,



1 including enforcement authorities related thereto, under CERCLA, the Resource  
2 Conservation and Recovery Act, 42 U.S.C. § 6927, and any other applicable  
3 statutes or regulations.

#### 4 **XI. ACCESS TO INFORMATION**

5 24. Settling Defendant shall provide to Plaintiffs, upon request, copies of  
6 all documents and information within its possession or control or that of its  
7 contractors or agents relating in any manner to response actions taken at the Site  
8 or the liability of any person for response actions conducted and to be conducted  
9 at the Site, including, but not limited to, sampling, analysis, chain of custody  
10 records, manifests, trucking logs, receipts, reports, sample traffic routing,  
11 correspondence, or other documents or information related to the Site.

#### 12 25. Confidential Business Information and Privileged Documents.

13 a. Settling Defendant may assert business confidentiality claims  
14 covering part or all of the documents or information submitted to Plaintiffs under  
15 this Consent Decree to the extent permitted by and in accordance with Section  
16 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b).  
17 Documents or information determined to be confidential by Plaintiffs will be  
18 accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of  
19 confidentiality accompanies documents or information when they are submitted to  
20 the Plaintiffs, or if Plaintiffs have notified Settling Defendant that the documents  
21 or information are not confidential under the standards of Section 104(e)(7) of  
22 CERCLA, the public may be given access to such documents or information  
23 without further notice to Settling Defendant.

24 b. Settling Defendant may assert that certain documents, records  
25 or other information are privileged under the attorney-client privilege or any other  
26 privilege recognized by federal law. If Settling Defendant asserts such a privilege  
27 in lieu of providing documents, it shall provide Plaintiffs with the following:  
28 1) the title of the document, record, or information; 2) the date of the document,

1 record, or information; 3) the name and title of the author of the document, record,  
2 or information; 4) the name and title of each addressee and recipient; 5) a  
3 description of the subject of the document, record or information; and 6) the  
4 privilege asserted. However, no documents, reports, or other information created  
5 or generated pursuant to the requirements of this or any other consent decree with  
6 Plaintiffs shall be withheld on the grounds that they are privileged. If a claim of  
7 privilege applies only to a portion of a document, the document shall be provided  
8 to Plaintiffs in redacted form to mask the privileged information only. Settling  
9 Defendant shall retain all records and documents that it claims to be privileged  
10 until Plaintiffs have had a reasonable opportunity to dispute the privilege claim  
11 and any such dispute has been resolved in the Settling Defendant's favor.

12 26. No claim of confidentiality shall be made with respect to any data,  
13 including but not limited to, all sampling, analytical, monitoring, hydrogeologic,  
14 scientific, chemical, or engineering data, or any other documents or information  
15 evidencing conditions at or around the Site.

## 16 XII. RETENTION OF RECORDS

17 27. Until ten (10) years after the entry of this Consent Decree, Settling  
18 Defendant shall preserve and retain all records and documents now in its  
19 possession or control, or which come into its possession or control thereafter, that  
20 relate in any manner to response actions taken at the Site or the liability of any  
21 person for response actions conducted and to be conducted at the Site, regardless  
22 of any corporate retention policy to the contrary. After five (5) years, Settling  
23 Defendant may contact the EPA in writing to request instructions as to whether  
24 such records and documents shall be maintained for the remaining five (5) year  
25 retention period, or whether such records and documents may be discarded. No  
26 retained records or documents shall be disposed of prior to the ten (10) year  
27 retention period, unless Settling Defendant receives instructions from the EPA  
28 specifically permitting Settling Defendant to dispose of such records and

1 documents.

2 28. After the conclusion of the ten (10) year document retention period in  
3 the preceding Paragraph, Settling Defendant shall notify the EPA and the DOJ at  
4 least ninety (90) Days prior to the destruction of any such records or documents,  
5 and, upon request by the EPA or the DOJ, Settling Defendant shall deliver any  
6 such records or documents to EPA subject to the same privilege provisions set  
7 forth in Section XI (Access To Information).

8 29. Settling Defendant hereby certifies that, to the best of its knowledge  
9 and belief, after thorough inquiry, it has:

10 a. not altered, mutilated, discarded, destroyed or otherwise  
11 disposed of any records, reports, or other information relating to its potential  
12 liability regarding the Site since notification of potential liability by the United  
13 States or DTSC or the filing of suit against it regarding the Site, and that it has  
14 fully complied with any and all EPA and DTSC requests for information regarding  
15 the Site and Settling Defendant's financial circumstances pursuant to Sections  
16 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section  
17 3007 of RCRA, 42 U.S.C. § 6927; and

18 b. submitted to EPA Financial Information that fairly,  
19 accurately, and materially sets forth its financial circumstances, and that those  
20 circumstances have not materially changed between the time the Financial  
21 Information was submitted to EPA and the time Settling Defendant executes this  
22 Consent Decree.

### 23 **XIII. NOTICES AND SUBMISSIONS**

24 30. Whenever, under the terms of this Consent Decree, notice is required  
25 to be given or a document is required to be forwarded by one party to another, it  
26 shall be directed to the individuals at the addresses specified below, unless those  
27 individuals or their successors give notice of a change to the other Parties in  
28 writing. Written notice as specified herein shall constitute complete satisfaction of

1 any written notice requirement of the Consent Decree with respect to the United  
2 States (the DOJ and the EPA), the State of California DTSC, and Settling  
3 Defendant, respectively.

4 As to the United States:

5 As to DOJ:

6 Bruce S. Gelber  
7 Chief, Environmental Enforcement Section  
8 Environment and Natural Resources Division  
9 U.S. Department of Justice (DJ # 90-11-2-354/26)  
10 P.O. Box 7611  
11 Washington, D.C. 20044-7611

12 Elise S. Feldman  
13 Trial Attorney  
14 Environmental Enforcement Section  
15 Environment and Natural Resources Division  
16 U.S. Department of Justice  
17 301 Howard Street, Suite 1050  
18 San Francisco, CA 94105

19 As to EPA:

20 Dustin Minor (ORC-3)  
21 Senior Counsel  
22 U.S. Environmental Protection Agency, Region IX  
23 75 Hawthorne Street  
24 San Francisco, California 94105

25 As to the State of California Department of Toxic Substances Control:

26 Ann Rushton  
27 Deputy Attorney General, Environment Section  
28 California Department of Justice  
300 South Spring Street  
Los Angeles, California 90013

Jacalyn Spizman  
Project Manager, Site Mitigation Branch  
Department of Toxic Substances Control, Region 3  
5796 Corporate Avenue  
Cypress, California 90630

As to Settling Defendant:

Samuel I. Gutter  
Sidley Austin LLP  
1501 K Street, N.W.  
Washington, DC 20005

1       Settling Defendant may change the identity or contact information for its  
2 agent at any time by written notice to the Court and to the Plaintiffs.

3                   **XIV.   RETENTION OF JURISDICTION**

4       31.   This Court shall retain jurisdiction over this matter for the purpose of  
5 interpreting and enforcing the terms of this Consent Decree.

6                   **XV.   INTEGRATION/APPENDICES**

7       32.   This Consent Decree and its appendices constitute the final, complete  
8 and exclusive agreement and understanding among the Parties with respect to the  
9 settlement embodied in this Consent Decree. The Parties acknowledge that there  
10 are no representations, agreements or understandings relating to the settlement  
11 other than those expressly contained in this Consent Decree. The following  
12 appendices are attached to and incorporated into this Consent Decree: "Appendix  
13 A" is the relevant portion of the Carrier Consent Decree; and "Appendix B" is a  
14 list of the financial documents submitted to EPA by Settling Defendant.

15                  **XVI.   LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

16       33.   This Consent Decree shall be lodged with the Court for a period of  
17 not less than thirty (30) Days for public notice and comment. The United States  
18 reserves the right to withdraw or withhold its consent if the comments regarding  
19 the Consent Decree disclose facts or considerations which indicate that this  
20 Consent Decree is inappropriate, improper, or inadequate. Settling Defendant  
21 consents to the entry of this Consent Decree without further notice.

22       34.   If for any reason this Court should decline to approve this Consent  
23 Decree in the form presented, this agreement is voidable at the sole discretion of  
24 any party and the terms of the agreement may not be used as evidence in any  
25 litigation between the Parties.

26                  **XVII.   EFFECTIVE DATE**

27       35.   The effective date of this Consent Decree shall be the date upon  
28 which it is entered by the Court.

### **XVIII. SIGNATORIES/SERVICE**

36. Each undersigned representative of Settling Defendant, the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice, and together for the State of California, the Deputy Attorney General and the Chief of Operations, Southern California Cleanup Operations Branch Cypress Office, certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

37. Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendant in writing that it no longer supports entry of the Consent Decree.

38. Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. If no agent is specified, the attorney for Settling Defendant listed at the beginning of this document shall be deemed to be the agent authorized to accept service at the address listed. Settling Defendant hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons.

### **XIX. FINAL JUDGMENT**

39. Upon approval and entry of this Consent Decree by this Court, this Consent Decree shall constitute a final judgment between and among the United States, the State of California DTSC, and Settling Defendant. The Court finds that there is no just reason for delay and therefore enters this judgment as the final judgment under Fed. R. Civ. P. 54 and 58.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SO ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_.

\_\_\_\_\_  
AUDREY B. COLLINS  
United States District Judge

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to  
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente  
3 Valley Operable Unit.

4 FOR THE UNITED STATES OF AMERICA

5  
6  
7 Dated: \_\_\_\_\_

8 RONALD J. TENPAS  
9 Assistant Attorney General  
10 Environment & Natural Resources Division  
11 United States Department of Justice

12  
13  
14 Dated: Aug. 20, 2008

15 ELISE S. FEEDMAN

16 Trial Attorney  
17 Environmental Enforcement Section  
18 Environment & Natural Resources Division  
19 United States Department of Justice  
20 301 Howard Street, Suite 1050  
21 San Francisco, CA 94105  
22 Telephone: (415) 744-6470  
23 Telecopier: (415) 744-6476  
24  
25  
26  
27  
28



1 Dated: 9/26/07

2 KEITH TAKATA  
3 Director  
4 Superfund Division  
5 U.S. Environmental Protection Agency  
6 Region 9  
7 75 Hawthorne Street  
8 San Francisco, CA 94105

9 Dated: 9/18/07

10 DUSTIN MINOR  
11 Senior Counsel  
12 Office of Regional Counsel  
13 U.S. Environmental Protection Agency  
14 Region 9  
15 75 Hawthorne Street  
16 San Francisco, CA 94105

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to  
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente  
3 Valley Operable Unit.

4  
5 FOR THE STATE OF CALIFORNIA  
6 DEPARTMENT OF TOXIC  
7 SUBSTANCES CONTROL

8 Dated: 9/27/07

9 Name: VERNON A. ADRI  
10 Chief, Southern California  
11 Cleanup Operations Branch  
12 Cypress Office  
13 5796 Corporate Avenue  
14 Cypress, CA 90630

15 Dated: 9-27-07

16 ANN RUSHTON  
17 Deputy Attorney General  
18 Environment Section  
19 California Department of Justice  
20 300 South Spring Street  
21 Los Angeles, California 90013

1 THE UNDERSIGNED PARTY enters into this Consent Decree, relating to  
2 the San Gabriel Valley Superfund Site, Area 4, and further identified as the Puente  
3 Valley Operable Unit.

4 FOR REULAND ELECTRIC CO.

5  
6 Dated: 9/17/07

7 Name: Noel C. Reuland  
8 Title: President  
9 Address:

10 17979 East Railroad Ave.

11 City of Industry, CA 91749

12  
13  
14 Agent authorized to receive service of process pursuant to Paragraph 37:

15  
16 CT Corporation System

17 818 West 7th Street

18 Los Angeles, CA 90017

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**APPENDIX A**  
**RELEVANT PORTIONS OF THE CARRIER CONSENT DECREE**

ORIGINAL

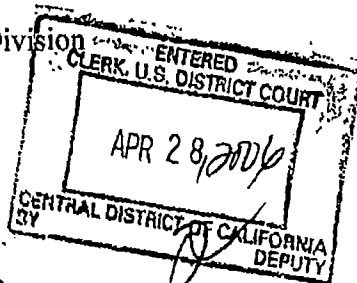
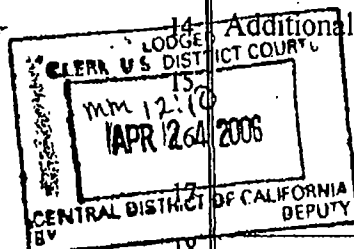
SCANNED

1 SUE ELLEN WOOLDRIDGE  
Assistant Attorney General  
2 Environment & Natural Resources Division  
United States Department of Justice

3 MATTHEW A. FOGELSON  
4 Environmental Enforcement Section  
Environment & Natural Resources Division  
5 United States Department of Justice  
301 Howard Street, Suite 1050  
6 San Francisco, CA 94105  
Telephone: (415) 744-6470  
7 Facsimile: (415) 744-6476  
E-mail: Matthew.Fogelson@usdoj.gov

8 ELIZABETH F. KROOP  
9 Environmental Enforcement Section  
Environment & Natural Resources Division  
10 United States Department of Justice  
P.O. Box 7611  
11 Ben Franklin Station  
Washington, DC 20044  
12 Telephone: (202) 514-5244  
Facsimile: (202) 514-2583  
13 E-mail: Elizabeth.Kroop@usdoj.gov

14 Additional Counsel Listed on Next Page



— Priority  
— Send  
— Clsd  
✓ Enter  
✓ JS-5/JS-6  
✓ JS-2/JS-3  
✓ scan only

IN THE UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

18 UNITED STATES OF AMERICA,  
19 Plaintiff,  
20  
21 v.  
22 CARRIER CORPORATION,  
23 Defendant.  
24  
25  
26  
27  
28

Case No. CV-05-6022 ABC (FMOx)

AMENDED CONSENT DECREE

29

1 III. PARTIES BOUND

2 2. This Consent Decree applies to and is binding upon the United States  
3 and upon Settling Defendants and their successors and assigns. Any change in,  
4 ownership or corporate status of a Settling Defendant including, but not limited to,  
5 any transfer of assets or real or personal property, shall in no way alter such  
6 Settling Defendant's responsibilities under this Consent Decree.

7 3. Settling Defendants shall provide a copy of this Consent Decree to  
8 each contractor hired to perform the Work (as defined below) required by this  
9 Consent Decree and to each person representing any Settling Defendant with  
10 respect to the Site or the Work and shall condition all contracts entered into  
11 hereunder upon performance of the Work in conformity with the terms of this  
12 Consent Decree. Settling Defendants or their contractors shall provide written  
13 notice of the Consent Decree to all subcontractors hired to perform any portion of  
14 the Work required by this Consent Decree. Settling Defendants shall nonetheless  
15 be responsible for ensuring that their contractors and subcontractors perform the  
16 Work contemplated herein in accordance with this Consent Decree. With regard to  
17 the activities undertaken pursuant to this Consent Decree, each contractor and  
18 subcontractor shall be deemed to be in a contractual relationship with the Settling  
19 Defendants within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C.  
20 § 9607(b)(3).

21 IV. DEFINITIONS

22 4. Unless otherwise expressly provided herein, terms used in this  
23 Consent Decree that are defined in CERCLA or in regulations promulgated under  
24 CERCLA shall have the meaning assigned to them in CERCLA or in such  
25 regulations. Whenever terms listed below are used in this Consent Decree or in the  
26 appendices attached hereto and incorporated hereunder, the following definitions  
27 shall apply:

28 "Basin-wide Response Costs" shall mean costs, including but not limited to

1 direct and indirect costs, including accrued Interest, that the United States has  
2 incurred or in the future incurs for basin-wide (non-operable unit) response actions  
3 in connection with the San Gabriel Valley Superfund Sites, Areas 1 – 4.

4 “CERCLA” shall mean the Comprehensive Environmental Response,  
5 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et seq.  
6 “Consent Decree” shall mean this Decree and all appendices attached hereto (listed  
7 in Section XXX). In the event of conflict between this Decree and any appendix,  
8 this Decree shall control.

9 “Day” shall mean a calendar day unless expressly stated to be a working  
10 day. “Working Day” shall mean a day other than a Saturday, Sunday, or Federal  
11 holiday. In computing any period of time under this Consent Decree, where the  
12 last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run  
13 until the close of business of the next working day.

14 “DOJ” shall mean the United States Department of Justice and any of its  
15 successor departments, agencies, or instrumentalities.

16 “DTSC” shall mean the California Department of Toxic Substances Control  
17 and any successor departments or agencies.

18 “Effective Date” shall be the effective date of this Consent Decree as  
19 provided in Paragraph 117.

20 “Eligible SEP Costs” shall include the costs of implementing the  
21 Supplemental Environmental Project (SEP) required pursuant to Section XVIII,  
22 but do not include Settling Defendants' overhead, administrative expenses or legal  
23 fees. Contractor oversight costs not exceeding 5% of \$468,750 may be included as  
24 Eligible SEP Costs, so long as adequate documentation is provided.

25 “EPA” shall mean the United States Environmental Protection Agency and  
26 any of its successor departments or agencies.

27 “Explanation of Significant Differences” or “ESD” shall mean the  
28 Explanation of Significant differences relating to the Site issued by EPA on June

1 14, 2005. The ESD is attached as Appendix B to this Consent Decree.

2 "Future Response Costs" shall mean all costs that are incurred by the United  
3 States or any third party for response actions with respect to the Site after the  
4 Effective Date, but prior to the later of (i) the date 8 years from the Operational and  
5 Functional Date, or (ii) the date of issuance of a final Record of Decision for the  
6 Site. Future Response Costs include, but are not limited to, Basin-wide Response  
7 Costs allocated to the Site, direct and indirect costs and accrued interest that the  
8 United States incurs in reviewing or developing plans, reports, and other items  
9 pursuant to this Consent Decree, verifying the Work, or otherwise implementing,  
10 overseeing, or enforcing this Consent Decree, including but not limited to payroll  
11 costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to  
12 Sections VII (Remedy Review), IX (Access and Institutional Controls; including  
13 but not limited to the cost of attorney time and any monies paid to secure access or  
14 to secure or implement institutional controls including but not limited to the  
15 amount of just compensation), XV (Emergency Response), and Paragraph 99 of  
16 Section XXII (Work Takeover).

17 "Interest," shall mean interest at the rate specified for interest on investments  
18 of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507,  
19 compounded annually on October 1 of each year, in accordance with 42 U.S.C.  
20 § 9607(a). The applicable rate of interest shall be the rate in effect at the time the  
21 interest accrues. The rate of interest is subject to change on October 1 of each  
22 year.

23 "Interim ROD" shall mean the Interim Record of Decision relating to the  
24 Puente Valley Operable Unit of the San Gabriel Valley Superfund Sites signed on  
25 September, 30 1998 by the Regional Administrator, EPA Region 9, or his/her  
26 delegate, and all attachments thereto. The Interim ROD is attached as Appendix A  
27 to this Consent Decree.

28 "Mid-Valley Monitoring" shall mean the installation and monitoring of



1 wells in the intermediate and deep groundwater zones in the mid-valley area of the  
2 Site to monitor vertical and horizontal contaminant migration in such groundwater  
3 zones, as set forth in the SOW. For purposes of this Consent Decree, the mid-  
4 valley shall extend from Azusa Avenue to Puente Creek.

5 "National Contingency Plan" or "NCP" shall mean the National Oil and  
6 Hazardous Substances Pollution Contingency Plan promulgated pursuant to  
7 Section 105 of CERCLA, 42 U.S.C. § 9605, and codified at 40 C.F.R. Part 300,  
8 and any amendments thereto.

9 "Operational and Functional" shall mean that the Remedial Action, or a  
10 phase thereof, has been constructed and that it is performing in accordance with the  
11 applicable SOW and the applicable final Remedial Design/ Remedial Action Work  
12 Plans and other plans approved by EPA.

13 "Operational and Functional Date" shall mean the date that all phases of the  
14 Remedial Action are Operational and Functional pursuant to Paragraph 50.

15 "Paragraph" shall mean a portion of this Consent Decree identified by an  
16 Arabic numeral or an upper case letter.

17 "Parties" shall mean the United States and the Settling Defendants.

18 "Past Response Costs" shall mean all costs, including but not limited to  
19 Basin-wide Response Costs allocated to the Site, direct and indirect costs,  
20 including Interest, that the United States or any third party has paid or incurred at  
21 or in connection with the Site, through and including the Effective Date.

22 "Performance Criteria" shall mean the prevention of groundwater in the  
23 shallow zone north of Puente Creek at the mouth of Puente Valley with  
24 contamination greater than or equal to ten-times the levels listed in Table 2 of the  
25 ESD from:

- 26 (1) migrating beyond its lateral extent as measured at the time the  
27 shallow zone Remedial Action containment system is Operational and  
28 Functional; and

SCANNED

1 (2) migrating vertically into the intermediate zone;  
2 for a period of 8 years from the Operational and Functional Date.

3 "Plaintiff" shall mean the United States.

4 "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C.  
5 §§ 6901 et seq. (also known as the Resource Conservation and Recovery Act).

6 "Remedial Action" shall mean those activities to be undertaken by Settling  
7 Defendants to implement the shallow zone remedy north of Puente Creek and Mid-  
8 Valley Monitoring, in accordance with the Interim ROD as modified by the ESD,  
9 the applicable SOW, and the applicable Remedial Design/ Remedial Action Work  
10 Plans and other plans approved by EPA.

11 "Remedial Action Work Plan" shall mean the document developed pursuant  
12 to Paragraph 11 of this Consent Decree and approved by EPA, and any  
13 amendments thereto.

14 "Remedial Design" shall mean those activities to be undertaken by Settling  
15 Defendants to develop the final plans and specifications for the Remedial Action  
16 pursuant to the Remedial Design Work Plan.

17 "Remedial Design Work Plan" shall mean the document developed pursuant  
18 to Paragraph 10 of this Consent Decree and approved by EPA, and any  
19 amendments thereto.

20 "Section" shall mean a portion of this Consent Decree identified by a Roman  
21 numeral.

22 "SEP" shall mean the Woodland Duck Farm Supplemental Environmental  
23 Project as described in Paragraph 62, or any alternative Supplemental  
24 Environmental Project approved by EPA pursuant to Paragraph 63.

25 "SEP Implementation Plan" shall the mean the document describing the SEP  
26 and setting forth those activities required to implement the SEP.

27 "Settling Defendants" shall mean Carrier Corporation and United  
28 Technologies Corporation.

1 "Site" shall mean the area of groundwater contamination in Los Angeles  
2 County, California, located in the geographic area designated on the National  
3 Priorities List as the San Gabriel Valley Superfund Site, Area 4 [see 49 Fed. Reg.  
4 19480 (1984)], and identified as the Puente Valley Operable Unit.

5 "State" shall mean the California Department of Toxic Substances Control  
6 ("DTSC").

7 "Statement of Work" or "SOW" shall mean the statement of work for  
8 implementation of the Remedial Design and Remedial Action at the Site, as set  
9 forth in Appendix D to this Consent Decree and any modifications made in  
10 accordance with this Consent Decree.

11 "Supervising Contractor" shall mean the principal contractor retained by the  
12 Settling Defendants to supervise and direct the implementation of the Work under  
13 this Consent Decree.

14 "Unilateral Administrative Order Docket No. 2001-20" or "UAO Docket  
15 No. 2001-20" shall mean the order issued by EPA to Carrier Corporation on or  
16 about September 13, 2001.

17 "United States" shall mean the United States of America.

18 "Waste Material" shall mean (1) any "hazardous substance" under Section  
19 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant  
20 under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (3) any "solid waste"  
21 under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (4) any "hazardous  
22 material" under the California Hazardous Waste Control Act Section 25100 et seq.

23 "Work" shall mean all activities Settling Defendants are required to perform  
24 under this Consent Decree, except those required by Section XXVI (Retention of  
25 Records) and Section XVIII (Supplemental Environmental Projects).

26 V. GENERAL PROVISIONS

27 5. Objectives of the Parties. The objectives of the Parties in entering into  
28 this Consent Decree are to protect public health or welfare or the environment at

1 Decree.

2 XIV. CERTIFICATION OF COMPLETION

3 50. "Operational and Functional"

4 a. Within 30 Days after Settling Defendants conclude that the  
5 Remedial Action is Operational and Functional, Settling Defendants shall schedule  
6 and conduct a pre-certification inspection to be attended by Settling Defendants  
7 and EPA. If, after the pre-certification inspection, the Settling Defendants still  
8 believe that the Remedial Action is Operational and Functional, they shall submit a  
9 written report requesting certification to EPA for approval, with a copy to the  
10 State, pursuant to Section XI (EPA Approval of Plans and Other Submissions)  
11 within 30 Days of the inspection. In the report, a registered professional engineer  
12 and the Settling Defendants' Project Coordinator shall state that the Remedial  
13 Action is Operational and Functional. The written report shall include as-built  
14 drawings signed and stamped by a professional engineer. The report shall contain  
15 the following statement, signed by a responsible corporate official of a Settling  
16 Defendant or the Settling Defendants' Project Coordinator:

17 To the best of my knowledge, after thorough investigation, I certify  
18 that the information contained in or accompanying this submission is  
19 true, accurate and complete. I am aware that there are significant  
penalties for submitting false information, including the possibility of  
fine and imprisonment for knowing violations.

20 If, after completion of the pre-certification inspection and receipt and review of the  
21 written report, EPA, after reasonable opportunity to review and comment by  
22 DTSC, determines that the Remedial Action is not Operational and Functional,  
23 EPA will notify Settling Defendants in writing of the activities that must be  
24 undertaken by Settling Defendants pursuant to this Consent Decree in order for the  
25 Remedial Action to be Operational and Functional. EPA will set forth in the notice  
26 a schedule for performance of such activities consistent with the Consent Decree  
27 and the SOW or require the Settling Defendants to submit a schedule to EPA for  
28 approval pursuant to Section XI (EPA Approval of Plans and Other Submissions).

1 Settling Defendants shall perform all activities described in the notice in  
2 accordance with the specifications and schedules established pursuant to this  
3 Paragraph, subject to their right to invoke the dispute resolution procedures set  
4 forth in Section XX (Dispute Resolution).

5 b. If EPA concludes, based on the initial or any subsequent report  
6 requesting certification, and after a reasonable opportunity for review and  
7 comment by DTSC, that the Remedial Action is Operational and Functional, EPA  
8 will so certify in writing to Settling Defendants.

9 c. If EPA fails to certify that the Remedial Action is Operational  
10 and Functional within 90 Days after a request, EPA shall be deemed to have denied  
11 the request, unless Settling Defendants agree to an extension of time. Settling  
12 Defendants may, at any time thereafter, invoke Dispute Resolution pursuant to  
13 Section XX (Dispute Resolution).

14 d. Nothing herein shall preclude Settling Defendants from  
15 requesting, and EPA from granting, pursuant to the same procedures set forth in  
16 Subparagraphs a-c of this Paragraph, certification that a phase of the Remedial  
17 Action is Operational and Functional; provided, however, that any such  
18 certification shall be conditioned on such phase remaining Operational and  
19 Functional at the time Settling Defendants request certification for the final phase  
20 of the Remedial Action. In the event Settling Defendants request certification that  
21 a phase of the Remedial Action is Operational and Functional, and such request is  
22 granted, the resulting certification shall not affect the Operational and Functional  
23 Date.

24 e. Upon approval of the certification report by EPA or pursuant to  
25 a ruling by the Court, the Operational and Functional Date shall be the date when  
26 the last report requesting certification of the final phase of the Remedial Action  
27 was submitted.

28 f. The Operational and Functional Date established pursuant to

1 this Paragraph shall not be affected if existing contamination greater than or equal  
2 to ten-times the levels listed in Table 2 of the SOW has migrated vertically into the  
3 intermediate zone and this existing contamination prevents Settling Defendants  
4 from meeting the Performance Criteria, provided the Settling Defendants are  
5 taking the response actions determined by EPA to be necessary to reverse the trend  
6 pursuant to the SOW.

7 g. Once EPA has determined that the Remedial Action is  
8 Operational and Functional pursuant to this Paragraph, the Operational and  
9 Functional Date shall not be affected in the event EPA subsequently determines,  
10 pursuant to Paragraph 13, that modification to the Work specified in the SOW or in  
11 work plans developed pursuant to the SOW is necessary to achieve and maintain  
12 the Performance Criteria, to meet discharge ARARs, or to implement Mid-Valley  
13 Monitoring.

14 51. Certification of Completion.

15 a. No later than 90 Days before, and no sooner than 120 Days  
16 prior to, the eight-year anniversary of the Operational and Functional Date, and  
17 upon Settling Defendants concluding that the Remedial Action is still Operational  
18 and Functional, Settling Defendants shall schedule a pre-certification inspection to  
19 be attended by Settling Defendants and EPA. The Settling Defendants shall submit  
20 a Facility Status Package to EPA which shall include, but not be limited to, all  
21 maintenance reports, performance reports, sampling results, and all other  
22 deliverables updated as appropriate to reflect the performance and condition of the  
23 containment and Mid-Valley Monitoring systems including all wells, pipelines,  
24 and treatment facilities. If, after the pre-certification inspection, the Settling  
25 Defendants still believe that the Remedial Action is Operational and Functional,  
26 Settling Defendants shall submit a written report by a registered professional  
27 engineer, in accordance with the SOW, stating that the Remedial Action is  
28 Operational and Functional. The report shall contain the following statement,

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**APPENDIX B**  
**FINANCIAL INFORMATION**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## APPENDIX B- FINANCIAL INFORMATION

Letter from Samuel I. Gutter to USEPA and USDOJ, dated February 8, 2006, with the following attachments:

1. IRS Form 1120S, U.S. Income Tax Return for an S Corporation, 2002, 2003 and 2005
2. Financial Statements, years ending September 30, 2005 and 2004
3. Audited financial statements, years ending September 30, 2004 and 2003
4. Fixed assets schedules, as of September 30, 2005
5. Fixed assets transactions schedules, years ending 9/30/2004 and 9/30/2005
6. Compensation schedules, FY 2005
7. Life insurance policies listing
8. IRS Form 8821, Tax Information Authorization
9. Response to Question #11
10. ABEL analysis memo and report
11. Schedule of Insurance Policies
12. Bank Statements attached to the February 8, 2006 letter



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**APPENDIX C**  
**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**  
**“NO FURTHER LEGAL REQUIREMENTS” LETTER**



# California Regional Water Quality Control Board

## Los Angeles Region



Recipient of the 2001 *Environmental Leadership Award* from Keep California Beautiful

Van C. Lloyd, Ph.D.  
Agency Secretary

320 W. 4th Street, Suite 200, Los Angeles, California 90013  
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.waterboards.ca.gov/losangeles>

Arnold Schwarzenegger  
Governor

June 8, 2005

Mr. William J. Huff  
Reuland Electric Company  
17969 Railroad Street  
City of Industry, California 91749

**NO FURTHER REQUIREMENTS FOR SOIL ONLY – REULAND ELECTRIC COMPANY, 17969 EAST RAIROAD STREET, CITY OF INDUSTRY, CALIFORNIA 91745 (FILE NO. 105.0238, SLIC SITE ID #2040157)**

Dear Mr. Huff:

Regional Board staff have reviewed the "*Comprehensive Site Assessment and Remediation Feasibility Investigation Report at the Reuland Eelectric Company*", prepared by your consultant, Vapor Extraction Technology (VET), submitted on June 15, 2004. This report provided the background and rationale to request Regional Board to issue a no further requirement letter for soil only with respect to volatile organic compounds (VOCs) contamination for the referenced property located at 17969 Railroad Street, City of Industry, California. We also received a letter from Mr. Phil Iriarte, City Manager of City of Industry, dated November 1, 2004, requesting the closure of the Reuland Electric site (SITE). The closure request was also discussed in our meeting with your consultant, Dr. Edward Faeder of SRF Environmental and Health Management, Inc. on December 7, 2004. We have reviewed the aforementioned document and have the following comments:

1. Our records show that the referenced property is located at the corner of Lawson Street and East Railroad in the City of Industry. The property is on a ten-acre lot in a light industrial zoning and has one large machine shop with associated offices comprising of approximately 59,000 square feet (sq ft), a foundry building of 15,000 sq ft, in addition to paved and unpaved outdoor work and storage areas. Reuland Electric Company (REC) has occupied the SITE since 1963 and manufactured custom-built electric motors.
2. Since 1983, various soil and groundwater investigations and remedial work have been accomplished at the SITE which include:
  - a. Investigation and removal of approximately 3,000 tons of oil and grease contaminated soil in 1983.
  - b. One 3,000-gallon gasoline underground storage tank (UST) and a 20,000-gallon diesel UST were removed in 1985. There were no reports of soil contamination associated with the removal of USTs.
  - c. Beginning from 1988, several soil matrix and soil gas surveys were conducted at the SITE. The maximum concentrations of volatile organic compounds (VOCs) detected were 120 milligrams

**California Environmental Protection Agency**



Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.

Mr. William J. Huff  
Rueland Electric Company

- 3 -

June 8, 2005

change in facility operations, such as storage and handling of chemicals, or the processing and disposal of wastes.

In addition, the jurisdiction requirements of other agencies, such as the United States Environmental Protection Agency, are not affected by this Regional Board's "no further requirements" determination. Such agencies may choose to make their own determination concerning this site.

Please note that staff oversight charges for work associated with this no further requirements letter will be billed on the second quarter 2005 invoices, in the same manner as previously billed. **If you have any questions, please contact Mr. Alan Hsu at (213) 576-6731 or Mr. Dixon Oriola at (213) 576-6803.**

Sincerely,

✓ Jonathan S. Bishop  
Executive Officer

cc: Mr. Rick Brausch, California Environmental Protection Agency  
Dr. Jackie Spizman, California Department of Toxic Substances Control  
Ms. Heather Collins, California Department of Health Services  
Ms. Dana Barton, USEPA, Region IX, San Francisco  
Ms. Grace Burgess, San Gabriel Basin Water Quality Authority  
Ms. Carol Williams, Main San Gabriel Valley Watermaster  
Mr. Steve Johnson, Stetson Engineers, Inc.  
Mr. Phil Iriarte, City of Industry  
Mr. Robert Toms, Sr., Esq.  
Mr. James Geocaris, Esq.  
✓ Dr. Edward Faeder, SRF Environmental and Health Management, Inc.  
Mr. James Reed, Vapor Extraction Technology, Inc.

*California Environmental Protection Agency*

 Recycled Paper

*Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.*

App. C

-41-

Notice of Lodging - Att. A - 46